

These Supplementary Terms shall govern the supply by TT Office Limited (the "Company") of the Company Hosted Services (as defined below) and shall be incorporated into the Company General Terms and Conditions (the "GTCs").

1. DEFINITIONS

1.1 The terms and expressions in these Supplementary Terms shall have the meaning given in the GTCs except as otherwise provided below:

"**Artificial Inflation of Traffic**" means a situation where the volume of NTS Minutes is as a result of activity by or on behalf of the Customer disproportionate to the volume of NTS Minutes which would be expected from good faith commercial practice and use of the Service;

"**Call Detail Record**" means the record created at the start of a call and terminated at the close of a call;

"**Carrier**" means any supplier or provider of telecommunications services to Company for the Services;

"**Equipment**" means any equipment provided by Company at the Premises pursuant to the Relevant Supplementary Terms;

"**Company Hosted Service**" means the Hosted Application Products and Deliverables supplied by the Company pursuant to these Supplementary Terms as specified in an accepted Order;

"**Company Technical Specification**" means the Company technical specification for the Data Network and Other Equipment as provided on the Company Website, as amended by the Company from time to time;

"**Data Network**" means the data network (which for the avoidance of doubt shall include LAN and WAN) over which the Company Hosted Services shall be delivered;

"**Deliverables**" means deliverables supplied by the Company including but not limited to Number Translation Services and Minutes;

"**Hosted Application Product(s)**" means the Company hosted applications and where applicable user machine resident applications software (in object code only) conforming to the Specifications;

"**Identity**" means an individual natural person within the Customer, registered and licensed to use the Products under a User Licence, in accordance with the provisions of the Agreement;

"**Initial Period**" means the minimum initial period in respect of each User Licence as specified in the Order, but which in any case shall be no less than 12 months unless otherwise expressly provided in the Order

"**LAN**" means local area network;

"**Minimum Use**" means, in relation to a Number, the minimum number of calls which must be made using such Number during the Initial Period or any subsequent period as set out in the Order;

"**Minutes**" means the facility for Customer using the Hosted Application Products to make and receive external telephone (and where applicable fax) calls via PSTN where such calls are charged to the Customer in accordance with the Charges as set out in the Price List.

"**Number**" means any telephone number allocated for the purpose of obtaining the PSTN;

"**Number Translation Services**" means the provision by the Company of non-geographic telephone numbers for use in conjunction with the Hosted Application Products;

"**NTS Minutes**" means calls to the non-geographic telephone numbers provide by the Company pursuant to the Number Translation Services;

"**Other Equipment**" means any apparatus situated at the Premises, not being Equipment, and used by the Customers in order to obtain the Company Hosted Services, including but not limited to telephones, PBX, Ethernet switches, and routers;

"**Outpayment**" means any sums (if any) payable by Company to the Customer for NTS Minutes as set out in the Order;

"**Premises**" means the premises of the Customer specified in the relevant Order;

"**PSTN**" means public switch telephony network;

"**Services Commencement Date**" means the date Company advises the Customer that the Company Hosted Services is available;

"**Services**" means the services provided pursuant to these Supplementary Terms;

"**Software**" means any software supplied by the Company forming part of the Company Hosted Services;

"**User Licence**" means the licence granted per Identity or per instance (as specified in the Price List) for use of the Hosted Application Products;

"**WAN**" means wide area network.

2. COMMENCEMENT

2.1 The Company Hosted Services shall come into effect on the Services Commencement Date or such later date as may be notified by the Company and shall continue for the Initial Period and thereafter until terminated in accordance with the Agreement.

2.2 In the event that Company agrees to provide additional Company Hosted Services or change the Company Hosted Services (including without limitation upgrades or downgrades to the Company Hosted Services or moving the Company Hosted Services to other Premises) a new Initial Period shall apply in respect of each additional or changed Company Hosted Services.

3. SERVICES

3.1 Subject to the terms of this Agreement and pursuant to an accepted Order, the Company agrees:

- (a) to supply the Company Hosted Services;
- (b) to supply the Professional Services;
- (c) to provide Maintenance Services in accordance with Appendix 1 of these Supplementary Terms;

3.2 Customer shall;

- (a) only use the Company Hosted Services in accordance with the terms of this Agreement for its own internal purposes;
- (b) ensure that all Confidential Information of the Company which it is necessary for the Customer to obtain remains at all times confidential and shall be protected as if it was the Confidential Information of the Customer in terms of the standards of protection afforded to it
- (c) not transfer, assign, or sub-licence the Customer's right to use the Company Hosted Services under this Agreement

3.3 Except as specifically permitted by this Agreement or by mandatory laws, Customer will not directly or indirectly;

- (a) use any Confidential Information of the Company to create any computer software program or user documentation which is substantially similar to the Company Hosted Services;
- (b) reverse engineer, translate, disassemble, decompile, alter or otherwise attempt to derive the source code from any Software;
- (c) copy, manufacture, adapt, create, derivative works of, localise, port or otherwise modify any Software or other Confidential Information of the Company or grant any party a licence to engage in similar conduct.

3.4 The Customer shall;

- (a) ensure the Data Network has sufficient bandwidth capacity and be of a satisfactory quality for the provision of the Company Hosted Services;

- (b) ensure the number of concurrent calls or access to other services from each Premises is limited and controlled in order to ensure that the bandwidth allocated to the Company Hosted Services is not oversubscribed. Company shall have no liability for any degradation of Company Hosted Services resulting from any such oversubscription;

- (c) ensure there is sufficient bandwidth available at each access connection to enable the voice traffic to be carried for the provision of the Company Hosted Services;

- (d) ensure that it takes all necessary action to optimise its Data Network and agrees that Company shall have no liability for any degradation of Company Hosted Services:-

- (i) resulting from failure by the Customer to take such action;
- (ii) caused by any services being provided to the Customer including but not limited to data networks or tail circuits provided by other operators, and services provided over the public internet; and
- (iii) resulting from a service affecting event on the Data Network (including but not limited to a denial of service attack, a virus attack or loss of power);

3.5 The Customer shall;

- (a) ensure that any Data Network used in connection with the Company Hosted Services conforms to the Company Technical Specification;

- (b) ensure that any Other Equipment used in connection with the Company Hosted Services conforms to the Company Technical Specification;

- (c) be responsible for providing all wiring and connectivity to any Equipment, Other Equipment or other third party equipment including but not limited to all aspects of telephony networks and/or computer networks;

- (d) be responsible for providing the Data Network, Other Equipment and all infrastructure pursuant to 3.5(c) prior to the Service Commencement Date;

- (e) confirm, in accordance with the Company's instructions, that the Data Network and Other Equipment comply with the Company Technical Specification;

save to the extent that the Company is responsible for any such Products and Services pursuant to the express provisions of an accepted Order.

3.6 The Customer acknowledges and agrees that;

- (a) its ability to receive the Company Hosted Services is entirely dependent on the Customer having Data Networks and Other Equipment conforming to the Company Technical Specification and that the Company Hosted Services shall not be capable of delivery unless the Data Networks and Other Equipment remains in place and continues to conform to the Company Technical Specification;

- (b) in order for calls to be successfully made using the Company Hosted Services it must ensure that its LAN is optimised so that voice traffic is prioritised over other data traffic;

- (c) any failure of the Customer to comply with its obligations under these Supplementary Terms shall not prevent the Company from charging for the Company Hosted Services.

COMPANY HOSTED SERVICES SUPPLEMENTARY TERMS

- 3.7 The Customer shall:
- (a) not use the Company Hosted Services, and shall not permit or allow others to use the Company Hosted Services;
 - (i) in a manner that is contrary to any Laws;
 - (ii) for any fraudulent, improper, immoral or unlawful purpose (including, but not limited to, to transmit, knowingly receive, store, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing or which infringes any Intellectual Property Rights of any third party; or
 - (iii) in a manner which may damage the reputation of the Company or Company Hosted Services, or bring the Company or Company Hosted Services into disrepute;
 - (b) provide to the Company such information reasonably required by Company to fulfil its compliance obligations under any Laws.
- 3.8 The Company may change these Supplementary Terms at any time provided that such changes shall not unreasonably affect the Company Hosted Services, and in the event that the Company Hosted Services are unreasonably affected the Customer shall have the right to terminate such Company Hosted Services within 5 days of the date of such change on one month's written notice to the Company with no liability for either party.
- 3.9 Company shall be entitled to improve, modify, change (providing any such modifications or changes do not materially alter the Company Hosted Services to the Customer's detriment, and in the event that modifications or changes do materially alter the Company Hosted Services to the Customer's detriment the Customer shall be able to terminate any Company Hosted Services within 5 days of the date of such change on one months notice to Company without liability), test, maintain or repair the Company Hosted Services provided to the Customer and any other Company Hosted Services offered by it in relation thereto, and to interrupt the Company Hosted Services for such purposes without incurring any liability or obligation to the Customers. Company will give to the Customer as much notification of any interruption to the Company Hosted Services as practicable in the circumstances and will use all reasonable endeavours to disrupt the Company Hosted Services as little as practicable.
- 3.10 Notwithstanding Clauses 3.8 and 3.9 Company shall be entitled to interrupt the Company Hosted Services at any time without notice in cases of emergency.
- #### 4. WARRANTY
- 4.1 The Company does not warrant that the Services will be error-free or that use of the Services will be uninterrupted, nor does it warrant that the Services will meet the requirements of the Customer.
- 4.2 The Company warrants that the Company Hosted Services will correspond in all material respects with the Specification.
- 4.3 Except as expressly set out in these Supplementary Terms Company provides no warranties, conditions, terms or undertakings as to the description or quality of the Company Hosted Services, including without limitation non-infringement of third party rights, satisfactory quality, or fitness for any particular purpose, and all warranties, conditions, terms or undertakings implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- #### 5. CONNECTION TO AND USE OF THE COMPANY HOSTED SERVICES
- 5.1 The Customer agrees that any equipment it connects to or uses with the Services will be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 5.2 The Other Equipment must be technically compatible with the Services and approved for that purpose under any relevant legislation or telecommunications industry standards. Company reserves the right to disconnect any Other Equipment if the Customer does not fulfil its obligations under this clause or if, in the opinion of Company such Other Equipment may cause the death or personal injury to any person or damage to property or materially impairs the quality of any telecommunications service provided by the Company. In the event that Company requests the disconnection, the Customer shall immediately comply with such request.
- 5.3 The Company may give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by the Company to the Customer.
- 5.4 The Customer acknowledges and agrees that only telephones supplied by the Company shall be used in connection with the Company Hosted Services. For the avoidance of doubt should Customer permit the connection to the Company Hosted Services of any telephone not supplied by the Company, the Company shall be under no obligation to provide the Company Hosted Services to said telephone or resolve any fault reported on such device and Customer shall remove such a device from Company Hosted Services immediately on notification from the Company.
- 5.5 The Customer shall be responsible for the repair and maintenance of any Other Equipment used in order to obtain or use the Company Hosted Services.
- #### 6. DATA PROTECTION
- 6.1 The Services may involve the processing of Personal Data. Customer undertakes to process such Personal Data in accordance with applicable laws including The Data Protection Act 1998 (the "DPA") and if in the performance of the Services it becomes necessary for the Company to use such Personal Data, the Parties agree that the Company shall act as a Data Processor only and that Customer shall at all times remain Data Controller. For the purpose of this clause 6 the terms Data Controller, Data Processor, and Personal Data shall have the same meanings as defined in the DPA.
- #### 7. PRICES AND PAYMENT
- 7.1 The Price for the Services are described below and further detailed in the Price List:
- (a) "Subscription Fees"
 - (i) Subscription Fees are payable monthly in advance per User Licence.
 - (ii) The first period for a new User Licence is charged pro rata from the date of first availability of the Company Hosted Services to the end of the first calendar month and monthly in advance thereafter. All fees after the first month are charged in whole months including any part month on termination.
 - (iii) Additional Hosted Application Products are charged in whole months including any part period at the commencement or termination of a User Licence. No Set-up Charge is payable for additional Hosted Application Products for an existing registered Identity.
 - (iv) All new User Licences and any Hosted Application Products or additional Hosted Application Products are for the Initial Period from the first day of the calendar month following registrations and are subject to a notice period of three calendar months commencing on the first of the month following receipt of the notice of termination, not expiring prior to the end of the Initial Period.
 - (b) "Set-up Charges"
 - (i) Set-up Charges apply to new User Licences as specified in the Price List and are payable with the initial Subscription Fee pursuant to clause 7.1(a)(ii).
 - (ii) The User Licence can be transferred between Identities (where the User Licence is charged per Identity) within the Customer without additional Set-up Charges subject always to the Initial Period for the User Licence and Hosted Application Products.
 - (c) "Usage Charges"
 - (i) Usage Charges are payable monthly in arrears.
 - (d) "Excess Usage Charges"
 - (i) Excess Usage Charges will be calculated on an individual User Licence basis and are payable monthly in arrears in accordance with the Price List.
 - (e) "Minutes Charges"
 - (i) Minutes Charges will be charged for Minutes strictly in accordance with the Company's Call Detail Record and are payable monthly in arrears.
 - (f) "Additional Service Charges"
 - (i) The Company charges for additional services, including Professional Services, are either by quotation or at a daily rate plus expenses for travelling and subsistence. Any materials used will be charged appropriately. Additional Services Charges shall be invoiced upon completion of the particular services or monthly at the discretion of the Company.
- 7.2 The Company may invoice, at any time, any Prices omitted from a previous invoice.
- 7.3 All payments shall be made within 14 days of the date of the invoice by direct debit.
- 7.4 The Company may decrease its Prices immediately on notice, increase Minutes Charges on 7 days notice and its other Prices on 1 months notice to the Customer.
- 7.5 The Company may require a financial deposit or additional financial deposit from the Customer, at any time. Any such financial deposit must be provided within 5 Working Days of the Company giving the Customer notice that such financial deposit is required. If any financial deposit required by the Company is not received in accordance with this clause 7.5, the Company may suspend the Services until such time as the financial deposit is received.
- #### 8. OUTPAYMENTS
- 8.1 The provisions of this clause 8 shall apply in respect of those Services for which Outpayments are agreed between Company and the Customer in the Order.

COMPANY HOSTED SERVICES SUPPLEMENTARY TERMS

- 8.2 Company shall notify the Customer on a monthly basis of the number of NTS Minutes processed by Company during the relevant month in accordance with the Call Detail Records. Such notification will, subject always to the timely receipt of all relevant information from the Carrier, be provided 21 to 30 days after the end of the month in which the NTS Minutes were made. In the event that such information from the Carrier is delayed beyond this 30 day period then Company will provide the information to the Customer within 14 days of the eventual receipt, by Company, of such information.
- 8.3 The Customer shall issue invoices to Company for Outpayments on a monthly basis. The Customer shall prepare invoices based upon the NTS Minutes information notified by Company pursuant to clause 8.2. If there is any discrepancy between the NTS Minutes information notified by Company and any similar information maintained by the Customer, the information notified by Company shall be used.
- 8.4 Company shall pay any invoice for Outpayments, raised by the Customer pursuant to condition 8.3, within 30 days of receipt of the Customer's invoice, subject always to the timely receipt of the payment to Company from the Carrier in respect of such NTS Minutes. In the event that such payment is delayed beyond this 30 day period then Company will pay the Customer's invoice within 14 working days following the eventual receipt of such payment.
- 8.5 The calculation of Outpayments is based upon the rate of payments received by Company from Carriers. If the cost of any payment(s) from Carriers increases or decreases at any time, or if there is any other modification of the method of calculation of payments by a Carrier, Company reserves the right to increase or decrease Outpayments or modify the method of calculation proportionately. Company will use reasonable endeavours to notify the Customer of any such increase or decrease in Outpayments or in the method of calculation.
- 8.6 Company reserves the right to withhold Outpayments if any service provided by the Customer is suspected or alleged to be contrary to any code of practice, fraudulent (including Artificial Inflation of Traffic), illegal or contrary to any legal or regulatory requirement, subject to the outcome of a subsequent investigation which may be commenced by Company, a Carrier, ICSTIS, PhonepayPlus, OFCOM or any other regulatory body.
- 8.7 If a Carrier withholds any payment or requires repayment from Company of any amount in relation to NTS Minutes, Company may give notice to the Customer and either:
- (a) if no Outpayment(s) have yet been made to the Customer in relation to such NTS Minutes, withhold all or part of such Outpayment(s); or
 - (b) if Outpayment(s) have already been made to the Customer in relation to such NTS Minutes, either:
 - (i) withhold an equivalent amount from any future Outpayment(s) to the Customer; or
 - (ii) require immediate repayment by the Customer of any Outpayment(s) paid to such Customer by Company in respect of such NTS Minutes,
- provided that, in each case, any amounts withheld by Company or repaid by the Customer are promptly released or returned to the Customer when and to the extent that a Carrier releases or returns a relevant payment to Company.
- 8.8 Company may, if directed or requested by ICSTIS, PhonepayPlus, OFCOM or any other regulatory body:
- (a) withhold all or part of any Outpayment otherwise due to the Customer; or
 - (b) pay or transfer all or part of any Outpayment otherwise due to the Customer to ICSTIS, PhonepayPlus, OFCOM, any other regulatory body or third party.
- 8.9 Outpayments for a month shall be payable by Company only where total Outpayments in the month equal or exceed £100.00 (excluding VAT). For the avoidance of doubt, where total Outpayments at the end of a billing month are less than £100.00 (excluding VAT) payment will be withheld and carried forward until an aggregate amount of greater than £100 is accumulated, at which point the Outpayments shall be paid.
- 8.10 Outpayments will cease to be payable with immediate effect upon termination of this Agreement by Company for any reason. Any accrued Outpayments will be paid to the Customer, less any costs or losses incurred by Company as a result of termination.
- 9. USE OF NUMBERS**
- 9.1 For those Services where the Customer is issued with Numbers to use the Services:
- (a) such Numbers are issued on condition that the Customer maintains Minimum Use of such Numbers;
- (b) all rights in the issued Numbers remain vested in Company and the Customer does not acquire any rights in such Numbers by virtue of this Agreement;
 - (c) subject to any legal obligation to provide number portability, the Customer cannot sell the Numbers or agree to transfer them to anyone else;
 - (d) the Numbers may be changed or decommissioned from time to time by Company for operational or technical reasons or because Company is required to do so by a Carrier or in order to comply with any regulatory requirements. Company will use reasonable endeavours to give the Customer as much notice of any such change or decommission as is reasonably practicable. The Customer acknowledges that changes to Numbers required to be made to comply with the requirements of a Carrier or regulatory body are outside Company's control;
 - (e) the Numbers are unique for use within the United Kingdom only and international call charge rates will apply to any use of the Services by the Customer outside of the United Kingdom. Company does not warrant, and accepts no liability in relation to, the availability of any Numbers from overseas countries.
- 9.2 Where the Customer fails to maintain Minimum Use of any Numbers over a 12-month period, Company may withdraw such Numbers and any associated Services and/or terminate such Services.
- 9.3 The right of the Customer to use any Numbers issued under this Agreement will end with termination of this Agreement (except where otherwise required by any applicable law or regulations). The Customer acknowledges and accepts that Company may then reissue such Numbers to other Company customers.
- 9.4 For the avoidance of doubt, any reference to Numbers in this Agreement shall include short codes.
- 9.5 The Customer shall indemnify and hold harmless Company from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalties imposed by ICSTIS, PhonepayPlus, OFCOM or a regulatory body) incurred by Company and arising out of services provided by the Customer, including from any fraudulent or alleged fraudulent use (including Artificial Inflation of Traffic) of Numbers.
- 10. LIABILITY**
- 10.1 The Customer shall indemnify and keep indemnified the Company against any loss or damage, or claims made by any third party including associated costs, damages or legal expenses arising as a consequence of any wilful or negligent act or omission of the Customer in relation to these Supplementary Terms or Customer's use of the Services in breach of the provisions of this Agreement, including but not limited to infringement of any legislation, regulation or any intellectual property right of any kind.
- 10.2 Company shall not be liable for failure to meet any Services Commencement Date(s) or any provisioning lead times provided that Company has made reasonable endeavours to meet such timescales.
- 11. TERMINATION AND SUSPENSION**
- 11.1 Without prejudice to the right to terminate the Services or Agreement contained elsewhere in the Agreement, Company shall be entitled to terminate the Services provided under any Order:
- (a) on serving three (3) months prior written notice to the Customer if Company or its third party suppliers no longer operates or provides any or all of the Products or intends to cease operating any or all of the Products or providing any or all of the Products in the immediate future;
 - (b) by serving written notice on the Customer with immediate effect, or after any period that Company specifies, without any liability on the part of the Customer to pay termination charges, if such action is required in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other regulatory authority; or
 - (c) by serving written notice on the Customer with immediate effect, or after any period that Company specifies, if Company has reason to believe that the Services are being used or are likely to be used for the sending, storage or reproduction of any defamatory, offensive, abusive, obscene or menacing material or in such a way as to threaten Company's ability to provide Services to third parties.
- 11.2 Without prejudice to its other rights, the Company may at its sole discretion elect to suspend provision of the Services forthwith until further notice if (a) it is entitled to terminate or (b) the Customer is otherwise in breach of the terms of this Agreement or (c) the Company is obliged to comply with any relevant order or instruction of Government or other regulatory authority or (d) the suspension of

COMPANY HOSTED SERVICES SUPPLEMENTARY TERMS

the Services is required for operational reasons such as maintenance or upgrades or because of an emergency.

12. CONSEQUENCES OF TERMINATION

- 12.1 Without prejudice to its other rights and remedies if at any time this Agreement or Order (in which case the following provisions shall apply to said Order) is terminated for any reason other than the fault or negligence of the Company the Customer shall pay the Company within ten (10) days after such termination, all arrears of the Price and the greater of the Subscription Fees in full for any unexpired Initial Period or any unexpired notice period, or such other cancellation fee as may be specified in the Price List or Order.

13. EMERGENCY SERVICES

- 13.1 The Customer acknowledges that the Company Hosted Services allow calls to the emergency services but that such calls may fail should there be a failure in the power supply or Data Network connection.

Appendix 1 - Maintenance Services

In the case of defects or faults in the Company Hosted Services ("Service Faults") the Company will use reasonable endeavours to provide a Response and Fix within the target timescales specified below. All timescales referring to hours are hours during the Cover Period and are measured from notification (in accordance with the Company's instructions) of the purported Service Fault to the Company. All timescales referring to Working Days shall be measured from Working Day following notification (in accordance with the Company's instructions) of purported Service Fault to the Company.

"Response" means a response regarding the Service Fault by telephone, email or other method from the Company's support centre personnel to operatives of Customer.

"Fix" means using reasonable endeavours to correct the Service Fault.

Severity Level	Fault Classification	Cover Period	Response Target	Fix Target
1	Complete loss of all Company Hosted Services to all Identities.	24 X 7	2 hour	4 hours
2	Loss of all Company Hosted Services to a group of Identities	24 X 7	4 hour	8 hours
3	Minor Service Faults not included in the above	Working Hours	8 hours	20 Working Days

The Response Target and Fix Targets and the target times for the performance of the Maintenance Services or the delivery of any components or parts or for the execution of any work by the Company under this Agreement and shall not be of the essence

The Maintenance Services do not include the diagnosis and correction of any defect in the Company Hosted Services resulting from:

- any fault in the Other Equipment, Equipment or Data Network ;
- any failure of the Other Equipment or Data Network to conform to the Company Technical Specification;
- operator or Customer error;
- the Customer's failure to follow and comply with any training or instructions given by the Company regarding the Service;
- the use of the Service for a purpose for which it was not designed.